

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 36			
2. CONTRACT NUMBER			3. SOLICITATION NUMBER <div style="text-align: center;">OPR06000059</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">05/19/2006</div>		6. REQUISITION/PURCHASE NUMBER <div style="text-align: center;">See Lines</div>		
7. ISSUED BY Office of Finance & Procurement 359 Ford Bldg. Washington, DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.				CODE OFFP		8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u> 1 </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u> NO HAND DELIVERIES </u> until <u> 2:00 PM </u> local time <u> 06/14/2006 </u> (Hour) (Date)											
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Toinetta Bridgeforth			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-1775			C. E-MAIL ADDRESS toinetta.bridgeforth@mail.house.gov			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.											

Line Item Summary		Document Number	Title			Page
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	On-Line Ordering for Office Supplies		0.00	ea	\$ _____	\$ _____
		(09/01/2006 to 08/31/2007)				
	One Year Base Period - September 2006 - August 2007					
Ref Req No: HOSC000568						
0002	On-Line Ordering for Office Supplies		0.00	ea	\$ _____	\$ _____
		(09/01/2007 to 08/31/2008)				OPTION PERIOD
	Option Period One: September 2007 - August 2008					
0003	On-Line Ordering for Office Supplies		0.00	ea	\$ _____	\$ _____
		(09/01/2008 to 08/31/2009)				OPTION PERIOD
	Option Period Two: September 2008 - August 2009					
0004	On-Line Ordering for Office Supplies		0.00	ea	\$ _____	\$ _____
		(09/01/2009 to 08/31/2010)				OPTION PERIOD
	Option Period Three: September 2009 - August 2010					

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

C.1.1 Description of Work

The Office of the Chief Administrative Officer (CAO) of the United States House of Representatives (House) is seeking an online ordering service for office supplies that can provide next day delivery to House offices nationwide and throughout the U.S. territories. By seeking a single vendor for online ordering and next day delivery of office supplies, the House expects to benefit from low prices and high quality customer service. The House desires to attain a high level of office participation in the online ordering program. Vendor success in achieving a high level of office participation will depend to a great degree on sales and marketing efforts and the ease of use of the vendor's website.

An integral part of online ordering will be electronic billing and reporting. The House has implemented a paperless automated consolidated billing process for receipt and payment of invoices for vendors that supply various products and services to the House. The process converts electronic invoices provided by the vendor into a file that is processed by the House's core financial and accounting system, the Federal Financial System (FFS). The FFS interface file is processed to generate electronic reports for each House organization being billed as well as the electronic payment to the vendor. Any vendor credits that arise from billing errors or otherwise are also passed through the automated consolidated billing interface.

C.1.2 House Environment and Technical History

The House maintains approximately 600 office supply accounts. These accounts consist of Leadership, Member, Committee, and Staff offices in Washington, D.C. and 900 Member District Offices located throughout the U.S. and its territories. District Offices are included in the Member office supply accounts. It is anticipated that each account will have one to three main users of the system solution.

The financial management system currently in use at the House is CGI-AMS - Federal Financial System (FFS) which is operated through an off-site government franchise agency. In the future, the House may replace its current financial system, FFS, with Peoplesoft. If necessary, the vendor will make available resources to test the connectivity and facilitate the transition, currently scheduled in early-mid 2007. There must be NO additional cost to the House for switching from FFS to Peoplesoft. Upon the conversion to Peoplesoft, the vendor must provide a XCBL or XML Common Business library enable website to support punch-out from Peoplesoft E-Procurement.

The House data infrastructure is supported with a web-based communications network with access to both the Intra- and Internet. The House spends approximately \$11 million in office supplies annually with multiple vendors.

C.2 REQUIREMENTS

Contractor shall provide a Web enabled online ordering system, with next day delivery options, for the purchase of office supplies. The Contractor must present a Business Model and high-level implementation plan for the system. This business model is to assume that the selected contractor's system is accessible to individual office staff in House offices throughout the United States and its territories. The vendor should also assume that purchase cards will not be used for purchases under this contract and that the contractor will provide the House with a consolidated billing in electronic format in a timeframe determined by the House and that payment will be made via electronic funds transfer.

The Contractor shall also be required to deliver supplies to locations specified by the House. For Washington, D.C. deliveries, drivers must comply with U.S. Capitol Police Delivery Instructions as elaborated in Attachment A. No deliveries are expected on weekends and federal holidays. Federal holidays are listed in Attachment B.

This contract will be the preferred option for the CAO Office Supply Store purchases of office supplies, but should items not be available or pricing significantly higher, other vendors may be used. House Congressional Offices will be highly encouraged, but not required, to use the system. It is highly desired that the vendor assist the CAO in developing a marketing strategy and marketing the services to House offices to encourage Congressional Offices participation.

Contractor submissions will be evaluated based on the evaluation criteria contained in Section M of the solicitation.

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C.2.1 Consolidated Billing and Reporting Requirements

The vendor will work with the House program office and the Office of Financial Systems to refine the following pre-established business process to facilitate the consolidated billing interface.

1. The vendor will notify the House interface administrator at the end of each billing period that the electronic billing invoice is available on the vendor's server.
2. The Office of Financial Systems will then execute a batch process to FTP (File Transfer Protocol) the billing invoice text file into a pre-defined dataset on the mainframe on which FFS resides. The dataset will then be used by a new report program to create invoice reports for review by the participating individual offices and the payment to the vendor.
3. Alternatively, the vendor may FTP the file directly to the DMZ (De-Militarized Zone) server at the Denver data center where the House of Representatives currently has its core financial system. The vendor will then notify the program office and designated personnel in the Financial Systems Department that a file is ready to process.
4. The House program office working with the vendor will be responsible for ensuring that the vendor maintains the proper House Organization and Program codes necessary to ensure efficient execution of the billing process. This includes establishing documented internal operating procedures for providing the vendor with any changes in participating organizations or changes in participating organization's Organization Codes or Program codes.
5. The vendor will work with the Office of Financial Systems to refine the pre-determined layout of the electronic invoice file by which the vendor will provide detailed billing information to the House. Revisions to the suggested file layout may be necessary to accommodate unique bill statement reporting requirements. The electronic invoice file submitted to the House by the vendor will be formatted as follows.
 6. Electronic file will be a fixed-length, flat file with text in all capital letters.
 7. Numeric amounts will be padded with zeroes.
 8. Numeric amounts will not be signed; an increase/decrease (i.e., positive/negative) indicator field will follow the amount field.
 9. Dollar amounts will have an implied decimal point with two decimal places (e.g., a 10 character numeric field with a value of 5.27 would appear in the file as 0000000527).
 10. Each record in the file will represent a single transaction and all records will contain a unique key combination to include, at a minimum, Invoice Number, Account Number, House Organization Code, House Program Code, and Item/Service Description.
 11. A single summary record will appear in the electronic invoice file. The summary record will be marked with a summary record identifier and include the number of detail transaction records in the file, as well as, a dollar amount with a debit or credit indicator. This summary record will be used to verify that the file transmission was successful and that all records in the file are processed.

C.2.2 Cost Proposal (including other Director Costs)

Voluntary discount increases are encouraged on high usage items. The Contractor shall propose a procedure to monitor the market and offer discounts and/or price breaks for those items most commonly used in high volumes. As appropriate, the Contractor shall also specify fees for each service including interfaces to the FFS system, hardware, software, set-up charges, labor costs, etc. The fee structure should be presented in a clearly delineated manner. A cost description should clearly identify the final cost, and primary elements of the cost (i.e., work hours, travel, etc.).

C.3 CLIENT SUPPORT REQUIREMENTS

The House agrees to provide the contractor with access to House staff for interviews and to provide pertinent documentation where available.

C.3.1 Government Furnished Equipment(GFE)/Government Furniture Information(GFI)

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The House will provide the contractor access to any necessary records, manuals, and other materials necessary to conduct the project.

C.3.2 House System Security Provisions

All contractor personnel involved in system access, support, and maintenance of U.S. House of Representatives Information Systems including Committee, Member, and Officer offices, etc. are subject to the rules, regulations, and sanctions as outlined in the House Information Security Policies (HISPOLs). To obtain copies of the HISPOLs, go to <http://www.house.gov/cao-opp/currentsol.htm>.

C.4 OVERALL SYSTEM AND CUSTOMER SERVICE

1. An on line ordering system for office supplies that can provide next day delivery to House offices nationwide and throughout the U.S. Territories, with alternative delivery means for offices not in an immediate delivery area.
2. A House branded home page for all House users with a common starting point to locate and purchase products from web browser enabled desktop computer systems.
3. The user interface must be intuitive enough to require little or no training.
4. Ability to provide on-line help
5. At a minimum, the system must support client access by Netscape navigator, Microsoft Internet Explorer and the Contractor must have a mitigation plan for dealing with older versions of browsers.
6. Utilization of user profiles to automatically populate requisition information.
7. Ability to provide Search Functions. (e.g. Search by product number, product name, etc.)
8. Automatic requisition and order numbering to trace transactions to internal organization units using the House 7 character designation.
9. The proposed system must include receiving functionality that provides for acknowledgment of receipt by a validated end user or proxy and the ability to match an order to items received at ship-to locations.
10. Ability for user to create and save customer shopping carts.
11. Automatic reorder capability for saved shopping carts.
12. On-line access to individual statements and invoices, receiving reports and any other documents deemed pertinent by the House for a period of not less than twelve months. This gives the customers the ability to refer to any invoices or receiving documents that may be questioned on the Monthly Financial Statement or Quarterly Statement of Disbursements.
13. Ability to process business logic changes in near real time. (e.g. Changes in approval routings, user account setups, chargeback data, etc.)
14. Contractor administration of user access to the system and the ability to add/drop users from the system in near real time. The proposed system must be able to store user-defined cost center codes for each authorized user. In addition, the system must be able to pass these cost center codes back to the House on all interface transactions.
15. System must offer historical information.
16. System must provide online order tracking that provides status from request through approval, to delivery.
17. System must have a streamlined signup process.
18. System must provide for off-catalog items, such as Javits-Wagner-O'Day (JWOD) Program (government-mandated) suppliers. JWOD items must be clearly identified. (For more information on these program go to www.jwod.gov)

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19. Ability to block access to and ordering of specific types of goods, including office equipment and furniture.

20. Ability to allow access to and ordering of furniture for specific users based on the delivery location for which the order is being placed. In addition, remittance information for all furniture orders would need to be provided to the responsible House office.

21. Must provide an on-site customer service representative to work a minimum of 30 hours per week. (The House will provide a desk, phone, voice mail and network access. The contractor will provide the computer and peripherals)

22. Ability to provide account/charge cards for purchasing supplies.

C.4.1 Workflow

Flexible workflow and approval processes to support individual customer needs.

C.4.2 Reporting

1. The proposed system must provide real time reporting of all system and financial data. In particular, reports for catalog sales, current supplier status, and customer usage by organizational affiliation, users and associated profiles, trend reports, security and audit history/statistics, etc. These reports must be available to all system users via online report generator wizards or menu screens that can be customized to House needs.

2. Security for the proposed system must be configurable to restrict access to users based on organizational affiliation and functions to be performed (e.g., approvals vs. purchase requests)

3. The capability to track:

- history of modifications to official documents (e.g. electronic invoices from vendors)
- tracking back orders
- House defined metrics
- control of order document numbers

C.4.3 Training and Support

1. The Contractor will manage all system administration of the profiles and privileges of the House's authorized users.

2. Contractor will train users of the system

3. Contractor will maintain a help desk support (by phone and/or web) and will provide proposed hours for help desk

4. The Contractor will provide and identify a specific individual (including phone number) for discrepancy reporting. The House Contracting Office Representative will contact this person to resolve any and all discrepancies that may arise in the course of this contract. Alternates will be identified during the absences of the primary contact persons.

5. The Contractor will provide a process for system problem resolution and a way of tracking, recording, and addressing problems which the House can monitor.

6. Ability to generate notifications, order confirmations for approval routing, and receipt via email messages

C.4.4 Technical

1. Contractor plan for scheduled maintenance is done in such a manner as to not disrupt House operations.

2. Ability to monitor product performance and automatically adjust system resources to minimize response times.

C.4.5 Security

1. The contractor must provide the capability to conduct secure transactions (e.g. minimum of 128 bit encryption)

2. The proposed system must include a method by which the House can validate user access profiles.

3. Contractor will utilize an authentication capability to process transactions which provides at a minimum a two factor capability (e.g. user id and password)

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4. Contractor requires passwords to Contractor system to expire after 60 days and a new user password entered. Changing a user's password must be available to the user as a standard utility.

5. The system shall include a "time-out" (but not necessarily log-off) feature to prevent unauthorized system usage if the PC is left unattended or otherwise not accessed within a certain period of time. (e.g. two minutes, 5 minutes)

6. The contractor must provide the capability to conduct a periodic user account validation process in a time frame determined by the House.

C.4.6 Back-up and Recovery of Data

1. The proposal must provide a backup and recovery system that is fully supported by the contractor to ensure 24 x 7 availability and no data loss.

2. The vendor must provide a detailed Disaster Recovery /Business Continuity Plan in the event that any segment of the vendor's primary systems becomes unavailable.

C.4.7 Archiving

The system must provide an archiving process that provides system history for the duration of the contract to accommodate historical analysis by the House. The system must provide a feature/utility that automatically archives files to the historical file based on user specified parameters. Retrieval of archived data shall be by convenient utility that allows the user to browse the archived files by several variables such as title, date, user, etc. Retrieval shall be accommodated within 24 hours of the request.

C.4.8 Electronic Billing and Reporting

1. The vendor must have the ability to generate a monthly electronic billing invoice file in a pre-determined format to include transaction level detail records with House provided accounting codes. See attachment for established file layout and formatting specifications.

2. The vendor's billing system must have the capability to store House accounting codes in either a drop down list or a validation table in order to perform edits that will ensure accurate account billing information is being transferred in the monthly electronic billing invoice file.

3. The vendor must have the ability to make the monthly electronic billing invoice file available on an FTP server that the House administrator can be given access to perform an FTP 'get' function in order to retrieve the invoice file. As an alternative the vendor can FTP interface files to a DMZ server connected to the House financial system, FFS.

C.4.9 Accounting Requirements

1. Provide line item matching information for orders received, delivered, and invoiced.

2. The ability to restrict access to financial information so that House offices enter, update, view, and report only their own office data and the ability for selected Chief Administrative Officer employees to access and produce statistical reports that include data from all cost centers/organizations.

3. The ability to define and limit the amount of purchases by organization/cost center based on a predefined spending limit and a predetermined time period.

4. Ability to validate account code data against House defined data elements.

5. Control over where items are shipped, based on organization, to verify all items are delivered to an authorized agency location.

6. The proposed system must be able to map items ordered to Budget Object Classification (BOC) Codes as well as the sub-classification code as defined by the House.

7. The capability to record accrual transactions at the end of each month for items that have been ordered and received but not yet paid.

C.4.10 Audit/Compliance Requirements

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1. Separation of duties for appropriate internal control e.g. identification of individuals authorizing, approving, verifying, receiving, etc. Order, receiving and approving must be separated and fully integrated with the workflow capability.

2. The House Information Systems Security Office may conduct an initial setup and periodic systems audits to ensure compliance with all HISPOLs.

C.5 PHASE-IN AND PHASE-OUT PROVISIONS

C.5.1 Plans

The Offeror shall provide plans with its offer, describing actions, plans and procedures to ensure (1) a smooth transition from contract award to full operational status, and (2) a smooth transition from contract performance in the current term to performance, perhaps by a different contractor, in another term. Phase-out plans shall include provisions for completion of appropriate contractor responsibilities should there be a contract termination proceeding.

C.5.2 Phase-in

a. The contractor shall assume total responsibility for all operations required by this contract as of the first day of the contract performance period. On the initial day of performance, the contractor shall provide a workforce that is fully qualified and capable of performing all work required under this contract.

b. The contractor shall coordinate all activities with the outgoing contractor and designated House employees to affect a smooth and orderly transition. The contractor shall ensure, during phase-in activities, that there is no interference with current contractor activities and that discussions with current contractor employees while they are on duty are coordinated with the current contractor. The contractor shall coordinate all visits in advance and arrange to be accompanied by a House or current contractor employee previously designated for that purpose; and the contractor's activities shall be confined to those which can only take place prior to the start of the contract performance period.

C.5.3 Phase-out

a. The Offeror shall present in its proposal a detailed plan for phasing-out operations, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on performance in compliance with standards in the contract. It shall also (1) present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract, and (2) describe in detail how responsibility and accountability will be relinquished for all House furnished equipment.

b. At the end of the contract period, the contractor shall coordinate all activities with the follow-on contractor and/or House employees to effect a smooth and orderly transition. The contractor shall remove all contractor-owned equipment not transferred to an incoming contractor or the House, as well as all tools, parts and belongings from the House furnished spaces by midnight on the last day of the contract.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.3 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

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f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend for one year after date of award plus four one-year periods at House option.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

a. The House may extend the term of this contract up to 4 times for a period of 12 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 10 days before the contract expires. The preliminary notice does not commit the House to an extension.

b. The total duration of this contract, including the exercise of any options under this clause shall not exceed five (5) years.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

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(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.7 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

The place of performance will be the contractor's offices and the various House Office buildings, to include CONUS and OCONUS

F.8 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.

b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.

c. Upon termination (including expiration) the Contractor will:

(1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.

(2) Complete satisfactory settlement of all customer complaints and claims.

(3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

(4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.

(5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP) FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.005 PERFORMANCE MEASUREMENTS FEBRUARY 2005

a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues

b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the

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contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

Barbara Burkhalter
Associate Administrator, Office of Finance and Procurement
Room 331, Ford House Office Building
U.S. House of Representatives
Washington, DC 20515

Telephone: (202) 226-4650
Fax: (202) 225-6916

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

Name:
Title:
Address:

Phone:
Fax:
E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

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Name: Toinetta Bridgeforth
 Title: Procurement Specialist
 Address: Room 356, Ford House Office Building
 Washington, DC 20515
 Phone: 202-226-1775
 Fax: 202-226-2214
 E - mail: Toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:
 Title:
 Address:

Phone:
 Fax:
 E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause HC.7.005 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 HC.7.010 POST AWARD CONFERENCE FEBRUARY 2005

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A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.024 REPORTS/PLANS/SCHEDULES FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.

b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	
0003 Report	Quarterly	COR	
0004 Report	Annually	COR	

G.11 HC.7.025 RELEASE OF CLAIMS FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

G.12 HC.7.015 INVOICES - TASK ORDERS - IDIQ AUGUST 2002

The Debt Collection Improvement Act of 1996 requires that Federal agencies pay recipients by Electronic Funds Transfer (EFT). EFT is an improved, convenient method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an Automated Clearing House (ACH) enrollment form please call the EFT Help Line at 202-226-2277.

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The House does not pay Federal, State or Local Taxes unless mandated by law.

The contractor shall provide detailed invoices, based on cost elements identified in the cost proposal , and billing, as appropriate.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employee termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

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c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract are permitted.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Forms can be obtain by going to House's at <http://www.house.gov/cao-opp/currentsol.htm>.

H.7 HC.8.008 WARRANTY JUNE 2001

(1) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.

(2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.

(3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

H.8 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within ten (10) calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.005 DISCRETIONARY CONTRACT - IDIQ MAY 2001

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Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

I.8 HC.9.009 COMPLIANCE WITH ALL LAWS

JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 EXHIBITS AND ATTACHMENTS

<u>Attachment</u>	<u>Description of Electronic Name</u>
A	U.S. Capitol Police Delivery Instructions
B	Federal Holidays List

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Detailed business history.
- c. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- d. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- e. Key point of contact (POC) list and telephone number.

K.5 HC.11.006 QUALITY INFORMATION JULY 2001

- a. Quality Policy

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- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

K.6 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _____ calendar days after receipt of the offer.

K.8 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

K.9 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The proposal shall be divided into the following distinct and marked parts:

- (1) **Section A of RFP** - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) **Section B - Price Schedules** - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) **Section G - Contract Administration** - Offeror shall complete the required sections of Section G.
- (4) **Section K - Representations, Certifications, And Statements of Offerors** - Offeror shall complete the required clauses of Section K.
- (5) **Technical Proposal** - Specifications must comply with Section C.

The technical proposal shall be no more than 30 pages, excluding resumes, and shall address the methodology and approach to implementing the procurement solution outlined in this document. The technical proposal shall be separate from the cost proposal. The proposal shall be divided into discrete sections that address each of the areas identified in this SOW as follows:

- a. Understanding of the House's Needs
- b. Corporate Capabilities and Past Experience
- c. Proposed Management Approach
- d. Proposed Technical Approach
- e. Proposed Secure Transactions and Network Security Approach

Understanding of the House's Needs

Contractors should provide a 2 page summary and two (2) diagrams -- one business process flow and one system flow indicating their understanding of the House's needs in relation to the service requested. The summary should describe the product/solution at a high level in terms of the business approach, catalog management, and overall functionality. The summary should address the Contractor's understanding of the House's needs and should be consistent with the goals and objectives of the project, the degree to which project risks and critical success factors are identified and addressed, the overall strength of the summary in terms of completeness and depth, the Contractor's flexibility and creativity, and the Contractor's ability to perform.

Corporate Capabilities and Past Experience (in performing similar services)

Contractors should provide the company's history, position in the market and strategy for the future. Contractors should specifically address corporate experience on projects that relate directly to the tasks outlined in the Statement of Work, covering Successful Project Completion; Timeliness; Deliverables; Plan/Actual Cost; Plan/Actual Level of Effort; and Client Acceptance. Provide project descriptions of government projects completed, or in process, including contact references. The proposal shall include direct references to implementing this type of solution. In addition, the Contractor may provide a brief general company description delineating other corporate experience. Project descriptions shall address each of the noted applicable corporate experience areas, and shall be provided for 3 prior and 3 current projects. Project Descriptions shall include:

- Name and Address of Agency
- Contact name, title and phone number
- Period of performance

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- Description of Project including list of deliverables
- Key personnel involved
- What the performance metrics of the system were and how well the contractor met them
- Number of System Active Users
- Back up procedures
- Termination of accounts when no longer needed

'Current' is defined as currently active and not closed.

'Prior' is defined as completed and closed within the past five years.

Proposed Management Approach (to the SOW requirements)

The proposed management approach should include detail of the management approach to this project including identification of any subcontractor staff for proposed tasks. The proposal should be based upon the criteria for evaluation contained in Section M - Clause HC.13.0001 and should include a description of :

- The working relationship between the contractor and the House
- Project management plan
- Sales and Marketing plan
- Customer Service plan
- Customer Service plan
- Quality assurance plan

Proposed Technical Approach (to the Statement of Work (SOW) requirements)

The approach shall include details of the development and implementation plan, including the following phases and should be based on the evaluation criteria contained in Section M - Clause HC.13.0001.

- Familiarization and Work Planning.
- Design Phase
- Implementation Approach
- Maintenance Approach
- Secure Transactions and Network Security Approach

(6) Cost Proposal

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Submission of Proposal

Offerors shall submit five (5) copies, and one electronic version in MS Word or PDF format by 2:00 PM EST on June 14, 2006. The proposal should be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Electronic version shall be emailed to the following email address toinetta.bridgeforth@mail.house.gov and a copy to edwin.davis@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Submission of Questions

Vendor questions are due not later than 2:00 PM EST on June 2, 2006. All vendor questions must be provided via e-mail to toinetta.bridgeforth@mail.house.gov and a copy to edwin.davis@mail.house.gov or via fax to (202) 226-2214. Questions and Answers will be published in an amendment to the solicitation.

Withdrawal of Proposal

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Proposals may be withdrawn by fax or e-mail, if received prior to award.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt may be considered, if it is in the best interest of the House and received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

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Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to an offeror whose proposal meets the minimum requirements as stated in this RFP and is in the best interest of the House. Proposals will be evaluated based on the following evaluation factors: Technical Approach, Corporate Capabilities and Past Performance, Management Approach and Understanding the House Needs. Price and Oral Presentations will be evaluated separately.

- (1) Technical Approach
- (2) Corporate Capability and Past Experience
- (3) Management Approach
- (4) Understanding the House Needs
- (5) Price (Cost Proposal)

The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(6) Oral Presentation

After preliminary evaluation of the proposals, the House may request oral presentations. Contractors requested to participate in the interaction will be notified. Each presentation shall be limited to three hours, which includes a 90 minute presentation and 90 minutes for questions and answers.

Offerors shall be limited to five representatives. It is expected that the contractor's staff participating in the presentation must be the staff proposed for this project.

Contractors requested to participate in the oral presentation will be expected to present their overall proposal and to demonstrate their ability to meet requirements and capabilities as represented in the evaluation criteria outlined below. The oral presentation should follow the format of the technical proposal. Where the presentation addresses each of the evaluation criteria, outlined below, the presentation should cite the criteria by number:

- Overall System and Customer Service
- Workflow
- Reporting
- Training and Support
- Technical
- Network Security
- Back-up/Recovery of Data
- Archiving
- Interfaces
- Accounting Requirements
- Audit/Compliance Requirements
- Phase in/Phase out Plan

Evaluation Criteria

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The evaluation criteria contained herein are intended to be descriptive rather than restrictive. The House goal is to provide a complete product and service package that meets its overall requirements. Specific equipment and system references may be included in this document for guidance, but they are not intended to preclude the recommendation of alternate solutions offering comparable or better performance or value to the House. The House desires all equipment proposed for this project to be supported by a manufacturer's warranty that is equal or better than the prevailing standard in the industry.

The vendor's proposal will be evaluated on the extent to which the vendor's proposed systems and processes meet the following criteria.

Data Ownership/Transfer/Access

1. The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The Contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House Contracting Officer. This includes Freedom of Information Act (FOIA) requests.

Electronic Billing and Reporting

2. The vendor must have the ability to generate a monthly electronic billing invoice file in a pre-determined format to include transaction level detail records with House provided accounting codes. See attachment for established file layout and formatting specifications.

3. The vendor's billing system must have the capability to store House accounting codes in either a drop down list or a validation table in order to perform edits that will ensure accurate account billing information is being transferred in the monthly electronic billing invoice file.

4. The vendor must have the ability to make the monthly electronic billing invoice file available on an FTP server that the House administrator can be given access to perform an FTP 'get' function in order to retrieve the invoice file. As an alternative the vendor can FTP interface files to a DMZ server connected to the House financial system, FFS.

Accounting Requirements

5. Provide line item matching information for orders received, delivered, and invoiced.

6. The ability to restrict access to financial information so that House offices enter, update, view, and report only their own office data and the ability for selected Chief Administrative Officer employees to access and produce statistical reports that include data from all cost centers/organizations.

7. The ability to define and limit the amount of purchases by organization/cost center based on a predefined spending limit and, a predetermined time period

8. Ability to validate account code data against House defined data elements

9. Control over where items are shipped, based on organization, to verify all items are delivered to an authorized agency location

10. The proposed system must be able to map items ordered to Object Classification Codes as defined in OMB Circular A-11 as well as the sub-classification code (referred to as Budget Object Codes) defined by the House.

11. The capability to record accrual transactions at the end of each month for items that have been ordered and received but not yet paid.

Audit/Compliance Requirements

12. Separation of duties for appropriate internal control e.g. identification of individuals authorizing, approving, verifying, receiving, etc. Order, receiving and approving must be separated and fully integrated with the workflow capability.

13. The House Information Systems Security Office may conduct an initial setup and periodic systems audits to ensure compliance with all HISPOLs.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in Section M.1 "Evaluation Factors for Award".

b. The House may:

(1) reject any or all offers, if such action is in its interest,

(2) waive informalities and minor irregularities in offers received.

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c. The House intends to evaluate proposals and may award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

ATTACHMENT A

UNITED STATES CAPITOL POLICE WASHINGTON, DC 20515

OFF-SITE DELIVERY CENTER EFFECTIVE INSTRUCTIONS

All delivery vehicles will be required to report to the Off-Site Delivery Center for the US Capitol Police, located at

40 P. Street, S.E., for inspection before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, N.E., the loading dock of the Senate Office Building located on D Street, N.E., the loading dock of the Ford House Office Building on Virginia Avenue, S.W., or the Delaware Avenue, S.W. access point for the Rayburn, Longworth and Cannon House Buildings' loading docks.

No deliveries will be accepted unless the vehicles have been processed at Off-Site Delivery Center. **The hours of the Off-Site Delivery Center are 5:00 a.m. to 2:00 p.m., Monday through Friday.**

In order to gain access to the loading docks of the Capitol, House and Senate Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on **company letterhead** accompanied by the signature of the owner, president, or manager. Also, **print or type** the names in alphabetical order of person requesting access. Requests for access must be renewed (1) once per year under new regulations. **The preferred date of renewal is on or before December 31** and should contain the following information:

- 1. Name of Company**
- 2. Name of Drivers/Employees Requiring Access**
- 3. Social Security Number for Each Driver/Employee**
- 4. Date of Birth for Each Driver/Employee**
- 5. Building(s) to be accessed**
- 6. Company Contact Person and Phone Number**

The above information must be faxed, not less than 24 hours in advanced, to:

**UNITED STATES CAPITOL POLICE
OFF-SITE DELIVERY CENTER
40 P STREET, SE
WASHINGTON, DC 20003
FAX: 202-226-0571**

Any questions can be directed to the Off-Site Division of the United States Capitol Police at 202-226-0905

ATTACHMENT B

Section J-4: List of Federal Holidays

- **New Years' Day**
- **Martin Luther King Day**
- **President's Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Columbus Day**
- **Veterans' Day**
- **Thanksgiving Day**
- **Christmas Day**
- **Inauguration Day**